

WEINER, MCCAFFREY, BRODSKY & KAPLAN, P.C.

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October 30, 1987

SANFORD A. WITKOWSKI
COUNSEL

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OF COUNSEL

MARYLAND OFFICE

SUITE 905

ARTERY PLAZA

7200 WISCONSIN AVENUE
BETHESDA, MD 20814-4804
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5362

RECORDED NO. 1428

NOV 2 1987 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

*NOT ADMITTED IN D.C.
**ADMITTED IN MD.

DELIVERED BY HAND

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

No. 7-306A064

Date NOV 2 1987

Fee \$ 10.00

ICC Washington, D.C.

Dear Ms. McGee:

I have enclosed an original and one counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a Security Agreement, a primary document, dated October 30, 1987.

The names and addresses of the parties to the documents are as follows:

Debtor: Montana Rail Link, Inc.
201 International Way
Missoula, Montana 59802

Secured Party: Bank of America National Trust and
Savings Association
Atlanta Corporate Office
230 Peachtree Street, N.W.
Suite 1700
Atlanta, Georgia 30303

NOV 2 1 31 PM '87
MOTOR OPERATING UNIT

Ms. Noreta R. McGee

-2-

November 2, 1987

A description of the equipment covered by this document follows:

Five (5) Univans bearing car initial numbers BN968437, BN968245, BN962263, BN968262, and BN962168, respectively; two (2) Caboose/Univans bearing car initial numbers BN968751 and BN968776, respectively; three (3) Flat Cars bearing car initial numbers BN961233, BN961193, and BN962174, respectively; seven (7) Box Cars bearing car initial numbers BN950983, BN950825, BN951064, BN951018, BN951258, BN950504, and BN951275, respectively; twenty (20) SD-40s bearing unit numbers 6301, 6306, 6307, 6310, 6312, 6315, 6316, 6317, 6320, 6322, 6324, 6335, 6336, 6337, 6339, 6341, 6344, 6345, 6346, and 6347, respectively; and twenty-four (24) GP-9s bearing unit numbers 1834, 1946, 1835, 1832, 1935, 1903, 1831, 1833, 1927, 1934, 1904, 1924, 1925, 1926, 1929, 1930, 1931, 1710, 1729, 1721, 1744, 1725, 1731, and 1732, respectively; and all parts, accessories and attachments thereto.

A check in the amount of ten dollars (\$10.00) is enclosed for the fee. Please return the original and any extra copies not needed by the Interstate Commerce Commission for recordation to:

R. Lawrence McCaffrey, Jr., Esq.
Weiner, McCaffrey, Brodsky & Kaplan, P.C.
Suite 800
1350 New York Avenue, N.W.
Washington, D.C. 20005-4797

A summary of the document to appear in the index follows:

Security Agreement dated October 30, 1987, and covering five (5) Univans bearing car initial numbers BN968437, BN968245, BN962263, BN968262, and BN962168, respectively; two (2) Caboose/Univans bearing car initial numbers BN968751 and BN968776, respectively; three (3) Flat Cars bearing car initial numbers BN961233, BN961193, and BN962174, respectively; seven (7) Box Cars bearing car initial numbers BN950983, BN950825, BN951064, BN951018, BN951258, BN950504, and BN951275, respectively; twenty (20) SD-40s bearing unit numbers 6301, 6306, 6307, 6310, 6312, 6315, 6316, 6317, 6320, 6322, 6324, 6335, 6336, 6337, 6339, 6341, 6344, 6345, 6346, and 6347,

WEINER, MCCAFFREY, BRODSKY & KAPLAN, P.C.

Ms. Noreta R. McGee

-3-

November 2, 1987

respectively; and twenty-four (24) GP-9s bearing unit numbers 1834, 1946, 1835, 1832, 1935, 1903, 1831, 1833, 1927, 1934, 1904, 1924, 1925, 1926, 1929, 1930, 1931, 1710, 1729, 1721, 1744, 1725, 1731, and 1732, respectively.

Very truly yours,

Christy Story

Christy Story
Legal Assistant

5438R/7985

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

11/2/87

R. Lawrence McCaffrey, Jr., Esq.
Weiner, McCaffrey, Brodsky & Kaplan, P.C.
1350 New York Avenue, N.W. Suite 800
Washington, D.C. 20005-4797

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/2/87 at 1:40pm, and assigned recordation number(s). 15362

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

NOV 2 1987 -1 42 PM

SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS SECURITY AGREEMENT is entered into as of October 30, 1987, by and between MONTANA RAIL LINK, INC., a Montana corporation (the "Debtor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association (the "Secured Party").

SECTION 1. Grant of Security Interest. The Debtor hereby assigns and grants to the Secured Party a continuing security interest in and lien on all properties, assets, and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, all proceeds, products and replacements thereof, and all increases and accessions thereto, including without limiting the generality of the foregoing all personal property, goods, accounts, including all accounts receivable, any liquidity reserve in cash on deposit with the Secured Party pursuant to Section 2.08(b) of the Credit Agreement (as defined below), any investments permitted by Section 6.07 of the Credit Agreement, all contract rights, including without limitation all fiber optic cable rights, all rights of the Debtor under the Agreement dated as of July 21, 1987 (the "Asset Purchase Agreement"), the Interchange Agreement, two Trackage Rights Agreements, the Agreement on Divisions and Rates, the Run-Through Agreement, the Reciprocal Locomotive and Caboose Run-Through Agreement, the Car Hire and Car Accounting Agreement, the Car Repair Agreement and the Administrative Agreement, each dated as of July 21, 1987 between the Debtor and Burlington Northern Railroad Company, all rights of the Debtor under any and all agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money, including tax refund claims, insurance proceeds, and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock, including but not limited to locomotives, cabooses, bulkhead flat cars, boxcars, open top hopper cars, woodrack cars, covered hopper cars, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on, or over real property, including railbeds, yards, and maintenance areas (all such properties, assets, and rights hereinafter collectively referred to as the "Collateral"). Certain of the Debtor's maintenance of way equipment is more particularly described on Schedule I attached hereto.

SECTION 2. Obligations Secured. The Collateral hereunder constitutes and will constitute continuing security for all the obligations of the Debtor to the Secured Party now existing or hereafter arising, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, otherwise secured or not, arising by contract, operation of law, or otherwise, including without limitation all obligations now existing

or hereafter arising under the Credit Agreement dated as of October 30, 1987, by and between the Debtor and the Secured Party (the "Credit Agreement"), under the revolving credit note and the term note (each a "Note" and collectively the "Notes") executed and delivered by the Debtor, in each case as such Note is originally executed on the date hereof or as modified, amended, supplemented, renewed, or extended, any money that the Secured Party may advance to or spend on behalf of the Debtor, any indebtedness or obligation to the Secured Party that the Debtor may incur after this Security Agreement is made, any interest that the Debtor has agreed to pay to the Secured Party under either Note or Notes or this Security Agreement, any costs or expenses of collection, litigation, repossession, storage, or repair, and any attorneys' fees (including the allocated cost of staff counsel) that the Secured Party may incur in connection with either Note or the Notes or this Security Agreement, any defined credit exposure created by an Interest Expense Hedging Arrangement (as defined in the Credit Agreement) with the Secured Party (as provided in Section 5.12 of the Credit Agreement), and all obligations of the Debtor to the Secured Party arising out of any extension, refinancing, or refunding of any of the foregoing obligations (all such obligations hereinafter collectively referred to as the "Obligations").

SECTION 3. Application of Proceeds of Collateral. Upon any realization upon the Collateral by the Secured Party, or any agent or representative of the Secured Party, whether by receipt of insurance proceeds pursuant to Section 4(f) or upon foreclosure and sale of all or part of the Collateral pursuant to Section 8 or otherwise, the Debtor and the Secured Party agree that the proceeds thereof shall be applied as follows: (i) first, to the payment of expenses incurred by the Secured Party with respect to maintenance and protection of the Collateral pursuant to Section 4 and of expenses incurred pursuant to Section 12 with respect to the sale of or realization upon any of the Collateral or the perfection, enforcement, or protection of the rights of the Secured Party (including reasonable attorneys' fees and expenses of every kind, including without limitation the allocated cost of staff counsel); (ii) second, to all amounts of interest, expenses, and fees then due to the Secured Party under the Credit Agreement, the Notes, or this Security Agreement; and (iii) third, to the principal balance owed to the Secured Party under the Notes. Any excess, after payment in full of all of the Obligations, shall be returned to the Debtor.

SECTION 4. Representations and Covenants of the Debtor.

(a) Real Property. The Debtor represents to the Secured Party that the real property listed on Schedule II hereto constitutes all of the real property that the Debtor owns or leases. The Debtor agrees to notify the Secured Party of any other real property that the Debtor may hereafter acquire or lease. The Debtor agrees that it will execute and deliver to the Secured Party mortgages and other instruments, as referred to in paragraph (h) below of this Section 4, and file the same in the appropriate recording offices with respect to the real property listed on Schedule II hereto and at such times as any mortgagable right, title, or interest is acquired in the future by the Debtor in any other real

property.

(b) Personal Property; Rolling Stock. (i) The Debtor represents to the Secured Party that the rail, ties, switches, frogs, turnouts and other equipment listed on the Bill of Sale delivered under the Asset Purchase Agreement constitute personal property as contemplated by the parties to the Asset Purchase Agreement. (ii) The Debtor represents to the Secured Party that the Rolling Stock (as defined in this Section 4(b)) listed on Schedule III hereto constitutes all of the Rolling Stock that the Debtor owns or leases. The Debtor agrees not to change any markings or serial numbers on any of the Rolling Stock listed on Schedule III until after the Debtor has given notice in writing to the Secured Party of its intention to make such change. The Debtor agrees to notify the Secured Party of any other Rolling Stock that the Debtor may hereafter acquire or lease. The Debtor agrees that it will execute and deliver to the Secured Party supplemental security agreements and other instruments, as referred to in paragraph (h) below of this Section 4, and file the same in the appropriate recording offices (i) with respect to the Rolling Stock listed on Schedule III hereto, (ii) at such times as any assignable right, title, or interest is acquired in the future by the Debtor in any other Rolling Stock, and (iii) at such times as any change is made in one or more of the markings or serial numbers on any of the Rolling Stock listed on Schedule III hereto or on any other Rolling Stock owned or leased by the Debtor. The term "Rolling Stock" as used herein means all rolling stock, including, but not limited to, locomotives, cabooses, bulkhead flat cars, boxcars, woodrack cars, open top hopper cars, covered hopper cars, gondolas, and all other rail cars.

(c) Location of Chief Executive Office, Etc. The Debtor represents to the Secured Party that the location of the Debtor's chief executive office and the location where the books and records of the Debtor are kept is at 101 International Way, Missoula, Montana 59802, and that the Debtor's registered office is at 101 International Way, Missoula, Montana 59802. The Debtor further represents that attached hereto as Schedule IV is a true and correct list of all localities where property comprising a part of the Collateral (other than interests in real property set forth in Schedule II) is located. The Debtor agrees that it will not change the location of its chief executive office or the location where its books and records are kept or the location of its registered office without the express written consent of the Secured Party and will advise the Secured Party as to any change in the location of any property comprising a part of the Collateral.

(d) Ownership of Collateral.

(i) The Debtor represents and warrants that it is the sole owner of the Collateral and that there are no liens, security interests, or encumbrances of any kind against the Collateral, except Permitted Liens (as that term is defined in the Credit Agreement).

(ii) Except for the security interest herein granted and except

for Permitted Liens, the Debtor shall be the owner of the Collateral free of any lien, security interest, or encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Secured Party. Except as otherwise permitted in Section 6.03 of the Credit Agreement, the Debtor shall not pledge, mortgage, create, or suffer to exist a security interest in the Collateral in favor of any person other than the Secured Party.

(e) Sale or Disposition of Collateral. Except as permitted by Section 6.06 of the Credit Agreement, the Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein.

(f) Insurance. The Debtor shall have and maintain at all times with respect to the Collateral such insurance as is required by Section 5.09 of the Credit Agreement. In addition, the carrier, amount, and form of the insurance policy or policies are subject to approval by the Secured Party. The policy or policies shall cover the Secured Party and the Debtor for fire, theft, total or partial destruction of the Collateral, and any other hazard that the Secured Party specifies. All policies of insurance shall provide for ten (10) days' written minimum cancellation notice to the Secured Party. In the event of failure to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance, and the Debtor hereby promises to pay to the Secured Party on demand the amount of any disbursements made by the Secured Party for such purpose. The Secured Party shall hold the policies until all Obligations secured hereunder are paid in full. The Secured Party may, at its option, act as attorney for the Debtor in obtaining, adjusting, settling, and cancelling such insurance and endorsing any drafts; and any amounts collected or received under any such policies shall be applied by the Secured Party to the Obligations in accordance with the provisions of Section 3 hereof, or, at the option of the Secured Party, the same may be released to the Debtor, but such application or release shall not cure or waive any default hereunder and no amount so released shall be deemed a payment on any Obligation secured hereby.

(g) Maintenance of Collateral. The Debtor will keep the Collateral in good order and repair for its intended use and will take all other actions reasonably necessary to preserve the value of the Collateral. The Debtor will register, use, operate, and control the Collateral in accordance with all applicable laws, and will not use the same, nor allow it to be used, in violation of any law or any policy of insurance thereon. The Secured Party may inspect the Collateral at any reasonable time, wherever located. Except as otherwise provided in Section 5.07 of the Credit Agreement, the Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Security Agreement. In its discretion, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on the Collateral that remain unpaid in violation of Section 5.07 or Section 6.03 of the Credit Agreement, make repairs thereof, and pay any necessary filing fees. The Debtor agrees to reimburse the Secured Party on demand

for any and all expenditures so made, and, until paid, the amount thereof shall be a debt secured by the Collateral. The Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof relieve the Debtor of any default.

(h) Further Assurances by the Debtor. The Debtor agrees to execute and deliver to the Secured Party from time to time at its request all documents and instruments, including financing statements, supplemental security agreements, notices of assignments under the United States Assignment of Claims Act and under similar or local statutes and regulations, and to take all action as the Secured Party may reasonably deem necessary or proper to perfect or otherwise protect the security interest and lien created hereby.

SECTION 5. Power of Attorney. The Debtor acknowledges the Secured Party's right, to the extent permitted by applicable law, singly to execute and file financing statements without execution by the Debtor.

SECTION 6. Securities as Collateral. The Secured Party may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon, and hold such income as additional Collateral or apply it to the Obligations. Regardless of the adequacy of the Collateral or any other security for the Obligations, any deposits or other sums credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Obligations. The amount of any such set-off shall be applied as provided in Section 3 hereof.

SECTION 7. Events of Default. Each of the following constitutes an event of default hereunder:

(a) The occurrence of an Event of Default under the Credit Agreement; or

(b) The Debtor shall fail to perform or observe any covenant or agreement on its part to be performed or observed under this Security Agreement; or

(c) Any representation or warranty of the Debtor contained herein or in any agreement, certificate, report, opinion, letter, or notice delivered or to be delivered by the Debtor pursuant hereto shall prove to have been incorrect or misleading in any material respect when made.

SECTION 8. Remedies.

(a) If the Debtor fails to perform any covenant as required by Section 4 hereof, the Secured Party may: perform any such covenant on behalf of the Debtor; demand immediate reimbursement for all sums or obligations that the Secured Party pays or incurs in protecting the

Collateral or in enforcing the terms of the Notes or this Security Agreement; and either add the cost of the reimbursement to the Notes, or declare an immediate default under the Notes or under this Security Agreement, or sue separately for the cost of the reimbursement if the Debtor fails to reimburse the Secured Party promptly.

(b) Upon the occurrence of an event of default hereunder, the Secured Party shall have the right to do any or all of the following, at its option:

(i) Accelerate the maturity of any obligation in the Notes or in this Security Agreement;

(ii) Require the Debtor to assemble the Collateral, or any portion thereof, and make it available at a reasonably convenient location chosen by the Secured Party;

(iii) Sell at public or private sale or otherwise realize upon the Collateral, or any part thereof, at a location chosen by the Secured Party, without (to the fullest extent permitted by law) demand of performance or advertisement or notice of intention to sell or of time or place of sale or of redemption or other notice or demand whatsoever, all of which are hereby expressly waived to the fullest extent permitted by law; provided that the Secured Party shall give the Debtor at least five Banking Days' (as that term is defined in the Credit Agreement) notice of the time and place of any proposed sale or other disposition. If notice of any sale or other disposition is required by law to be given to the Debtor, the Debtor hereby agrees that a notice given as hereinbefore provided shall be reasonable notice of such sale or other disposition. The Debtor also agrees to assemble the Collateral at such place or places as the Secured Party reasonably designates by written notice. At any such sale or other disposition, the Secured Party may itself purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released to the fullest extent permitted by law;

(iv) Enter upon the premises of the Debtor, exclude the Debtor therefrom, and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court therefor, using all necessary force to do so, and may, at its option, use, operate, manage, and control the Collateral in any lawful manner and may collect and receive all rents, income, revenue, earnings, issues, and profits therefrom, and may maintain, repair, renovate, alter, or remove the Collateral as the Secured Party may determine in its discretion, and any such monies so collected or received by the Secured Party shall be applied to, or may be accumulated for application upon, the Obligations in accordance with Section 3 of this Agreement;

(v) Take any other action allowable under, and pursue any rights or remedies given it by, (A) any instrument or other agreement

evidencing, or executed and delivered in connection with, any of the Obligations and otherwise allowed by law, including without limitation the rights and remedies granted under the Notes and this Security Agreement, or (B) the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located, or (C) the Uniform Commercial Code of California, or (D) the Interstate Commerce Act of 1887, as amended.

(c) The Secured Party agrees that it will give notice to the Debtor of any enforcement action taken by it pursuant to this Section 8 promptly after commencing such action.

SECTION 9. Marshalling. The Secured Party shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral that might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

SECTION 10. Debtor's Obligations Not Affected. To the extent permitted by law, the obligations of the Debtor under this Security Agreement shall remain in full force and effect without regard to, and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of the Debtor, to the extent permitted by law; (b) any exercise or nonexercise, or any waiver, by the Secured Party of any right, remedy, power, or privilege under or in respect of any of the Obligations or any security therefor (including this Security Agreement); (c) any amendment to or modification of this Security Agreement or any instrument evidencing any of the Obligations or pursuant to which any of them were issued; (d) any amendment to or modification of any instrument or agreement (other than this Security Agreement) securing any of the Obligations; or (e) the taking of additional security for or any guaranty of any of the Obligations or the release or discharge or termination of any security or any guaranty for any of the Obligations; whether or not the Debtor shall have notice or knowledge of any of the foregoing.

SECTION 11. No Waiver. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party of any right, remedy, or power hereunder preclude any other or future exercise of any other right, remedy, or power. Each and every

right, remedy, and power hereby granted to the Secured Party or allowed by law or other agreement, including, without limitation, the Credit Agreement, the Notes, or any other security document, shall be cumulative and not exclusive of any other, and, subject to the provisions of this Security Agreement, may be exercised by the Secured Party from time to time.

SECTION 12. Expenses. The Debtor agrees to pay, on demand, all reasonable costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind, including without limitation the allocated cost of staff counsel) of the Secured Party incidental to the sale of, or realization upon, any of the Collateral or in any way relating to the perfection, enforcement, or protection of the rights of the Secured Party hereunder; and the Secured Party may at any time apply to the payment of all such costs and expenses all monies of the Debtor or other proceeds arising from its possession or disposition of all or any portion of the Collateral.

SECTION 13. Consents, Amendments, Waivers, etc. Any term of this Security Agreement may be amended, and the performance or observance by the Debtor of any term of this Security Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument signed by the Debtor and the Secured Party.

SECTION 14. Governing Law. Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15. Parties in Interest. All terms of this Security Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, provided that the Debtor may not assign or transfer its rights hereunder without the prior written consent of the Secured Party.

SECTION 16. Counterparts. This Security Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

SECTION 17. Termination. Upon payment in full of the Obligations in accordance with their terms, this Security Agreement shall terminate, and the Debtor shall be entitled to the return, at the Debtor's expense, of such Collateral in the possession or control of the Secured Party as has not theretofore been disposed of pursuant to the provisions hereof.

SECTION 18. Notices. Except as otherwise expressly provided herein, all notices and other communications made or required to be given pursuant to this Security Agreement may be given by mailing the same, by registered or certified mail, return receipt requested, postage pre-paid, or sent by telex, telegraph, or cable, addressed as follows:

(a) if to the Debtor at:

101 International Way
Missoula, Montana 59802

or at such other address for notice as the Debtor shall last have furnished in writing to the Secured Party;

(b) if to the Secured Party at:

Payment Services Operations #5693
1850 Gateway Boulevard
Concord, California 94520
Attention: Atlanta Corporate Office
Account Administrator
Telex: 34346

With a copy of each notice to:

Bank of America National Trust
and Savings Association
Atlanta Corporate Office
230 Peachtree Street, N.W., Suite 1700
Atlanta, Georgia 30303
Telex: 804345 or 804562

or at such other address for notice as the Secured Party shall last have furnished in writing to the person giving the notice.

Any such notice or communication shall be deemed to have been duly given or made and to have become effective (a) if delivered by hand to a responsible officer of the party to which it is directed, at time of the receipt thereof by such officer, (b) if sent by first-class mail, postage pre-paid, the earlier of five business days after the posting thereof or receipt, if received on a business day, or if received on a day which is not a business day, the next business day following receipt.

SECTION 19. Section Headings. Section headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Security Agreement.

SECTION 20. Severability. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of

the remaining provisions of this Security Agreement or any instrument or agreement required hereunder.

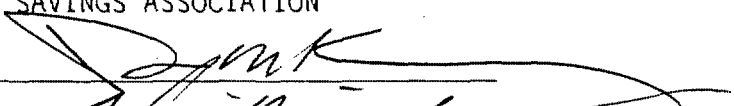
IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the date first written above.

MONTANA RAIL LINK, INC.

By: 

Title: VP

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By: 

Title: Vice President

SCHEDULE I

[Maintenance of Way Equipment]

SANDPOINT TO LAUREL

AUGUST 21, 1987

WORK EQUIPMENT

✓ reject

<u>EQUIPMENT TYPE</u>	<u>YEAR PURCHASED</u>	<u>VALUATION NUMBER</u>	<u>BN LEDGER VALUATION</u>
2 - Loco Crane	1969	X975301	\$124,435
	1954	X975411	99,128
1 - Hi Rail Truck Crane	1961	X150020	32,290 ✓ RR
1 - Motor Grader	1953	X250010	16,026 ✓ RR
2 - Backhoe Tractor	1977	X320287	18,450
	1977	X320289	18,450 ✓ RR
1 - Lowboy Trl	1972	X720020	48,138
* 2 - Hi Rail Speadswing	1982	X240170	109,190 ✓ RR
	1983	X240202	81,724 *
2 - No Hi Rail Speadswings	1964	X240010	25,988 ✓ RR
	1965	X240014	28,016 ✓ RR
1 - Frt End Loader	1964	X240051	22,300
3 - Tamper/Linner	1982	X540121	127,965 ✓ RR *
MK II	1984	X540172	136,830 ✓ RR
	1970	X540018	88,600 ✓ RR
1 - Tamper	1976	X540049	100,100 ✓ * RR
2 - Mtce Tamper	1982	X540122	127,803 ✓ RR
	1978	X580006	36,242 ✓ RR
3 - Sw Tamper	1975	X560061	48,520 ✓ RR
	1969	X560029	45,922 ✓ RR
	1970	X560030	47,460 ✓ RR
4 - Ballast Reg	1979	X060198	36,000 ✓ RR
	1979	X060145	36,000 ✓ RR

(\$1,001,400),

<u>TYPE OF EQUIPMENT</u>	<u>YEAR PURCHASED</u>	<u>VALUATION NUMBER</u>	<u>BN LEDGER VALUATION</u>
Ballast Reg cont.	1975	X060197	48,433 ✓ RK *
	1975	X060065	38,335 ✓ RK 1
1 - Bridge Crane	1974	X170008	25,450
1 - Spreader	1930	BN972652	25,272 ✓ RK *
1 - Adzer - Gage	1983	X030125	5,485 ✓ RK *
1 - Spike Puller	1984	X470241	27,949 2
1 - Auto Spiker	1978	X440050	60,750 ✓ RK
5 - Air Comp	1951	X025502	8,580
	1969	X023012	4,343
	1969	X023013	4,343
	1966	X023001	5,526 ✓ RK *
	1965	X022014	4,910 ✓ RK *
5 - Tractor / Mower	1965	X320022	6,475
	1967	X320033	10,070 ✓ RK
	1969	X320052	9,330
	1962	X320011	5,282
Steel Gang Equip			
2 - Anchor Mach	1964	X010024	7,442 ✓ RK 3
	1970	X010016	7,885 ✓ RK
2 - Adzer	1952	X030026	2,910
	1959	X030062	5,114 ✓ RK 4
2 - Bolt Mach	1969	X090064	2,661
	1953	X090038	1,734
2 - Cribber	1969	X180016	3,869 ✓ RK
	1969	X180013	3,896 ✓ RK 5

(7220487)2

<u>EQUIPMENT TYPE</u>	<u>YEAR PURCHASED</u>	<u>VALUATION NUMBER</u>	<u>BN LEDGER VALUATION</u>
1 - Gallion	1979	X160017	90,704
1 - Hi Rail Pettibone	1973	X240076	50,660 ✓ KK
2 - Spike Pullers	1979	X470120	19,457 ✓ KK *
	1979	X470122	19,457 ✓ KK *
4 - Auto Spikers W/Gaper	1982	X440068	81,330 ✓ KK
	1982	X440069	81,330 ✓ KK
	1982	X440070	81,330 ✓ KK
	1982	X440071	81,330 ✓ KK
1 - Tamper	1975	X530048	108,135 ✓ KK
2 - Tie Sprayers	1950	X660002	445 ✓ KK
	1961	X660027	1,042 ✓ KK
1 - Rail Heater	1979	X820009	20,560
1 - Plate Plucker	1982	X850009	15,575 ✓ KK (78,540,091) ₃

60 Units of Work Equipment

Total \$2,407,704
(~~81,827,480~~) ₇₁₂₃

- * Replaced railroad owned equipment for leased equipment. ~~580,224~~
1. X060192 is a small tie gang regulator. X060065 is a surfacing gang regulator.
 2. X470234 is being used on a tie gang on the Pacific Division. X470241 is in equal condition and is not in use on the Spokane Division.
 3. X010001 is in very poor condition. X010024 is in good operating condition.
 4. X030051 is in use on a relay gang. X030062 is in equal condition and not in use.
 5. X180018 is in use on a relay gang. X180013 is in equal condition and not in use.

SANDPOINT TO LAUREL STUDY

SEPTEMBER 15, 1987

LIST OF OWNED VEHICLES

VEHICLE NUMBER	YEAR	TYPE OF VEHICLE	OWNED	ESTIMATED VALUE
0011	1984	Chevy S10 P/U 4x4	O	\$7,237
0013	1984	Ford Flatbed CC	O	14,519
0015	1984	Chevy Pickup H/R	O	12,103
0020	1984	Chevy Pickup	O	6,627
0021	1984	Ford Bronco II 4x4	O	7,757
0023	1984	Chevy S10 P/U 4x4	O	7,307
0025	1984	Ford Utility CC	O	8,220
0026	1984	Chevy S10 P/U 4x4	O	7,240
0032	1984	AMC Auto	O	4,843
0047	1984	Ford Utility CC	O	12,038
0054	1984	Chevy S10 P/U	O	6,906
0096	1984	Chevy	O	6,627
0125	1984	Chevy Pickup	O	12,007
0163	1984	Ford Pickup	O	8,334
0166	1984	GMC Wheel Truck	O	60,264
0796	1982	Ford Auto	O	2,437
1095	1984	Ford Auto	O	3,491
1735	1984	Ford Flatbed CC	O	18,884
1736	1984	Ford Flatbed CC	O	18,884
1873	1984	Ford Boom H/R CC	O	46,661
1874	1984	Ford Boom H/R CC	O	47,251
1888	1984	Ford Van	O	9,499
1889	1984	Ford Van	O	9,617

VEHICLE NUMBER	YEAR	TYPE OF VEHICLE	OWNED	ESTIMATED VALUE
2155	1982	Ford Van	O	6,133
2156	1982	Ford Van	O	6,133
2691	1984	GMC Wheel Truck	O	56,941
3347	1985	Chevy Auto	O	6,670
3348	1984	Chevy Auto	O	6,504
3349	1985	Ford Pickup 4x4 H/R	O	19,462
3352	1985	Chevy Suburban	O	10,745
3353	1985	Chevy Suburban	O	10,625
3354	1985	Chevy Pickup 4x4	O	9,231
3355	1985	Chevy Pickup 4x4	O	8,177
3356	1985	Chevy Pickup 4x4	O	9,231
3357	1985	Ford Pickup Super Cab 4x4	O	9,716
3358	1985	Ford Pickup H/R CC	O	16,717
3359	1985	Ford Pickup H/R CC	O	17,403
3360	1985	Ford Pickup H/R CC	O	17,806
3362	1985	Dodge Pickup	O	10,025
3380	1985	Chevy Wheel Truck	O	68,027
3399	1985	Chevy S10 Blazer	O	9,310
3836	1985	Ford Utility	O	26,732
3863	1985	Ford Boom H/R	O	56,389
4609	1986	Chevy Suburban	O	12,292
4624	1986	Ford Pickup 4x4 H/R	O	20,846
4630	1986	Ford Utility	O	12,687
4639	1986	Ford Pickup 4x4 H/R	O	20,805
4652	1986	AMC Auto	O	9,098

VEHICLE NUMBER	YEAR	TYPE OF VEHICLE	OWNED	ESTIMATED VALUE
4661	1986	Ford Pickup	O	8,593
4670	1986	Ford Pickup 4x4 H/R	O	20,843
5394	1976	Kenworth Tractor With Sleeper	O	5,000
5664	1977	Chevy Utility - Digger Derrick	O	4,000
7974	1982	Ford Pickup	O	3,623

TOTAL ESTIMATED VALUE FOR 53 BN OWNED VEHICLES

\$838,517

correct
RL

SANDPOINT TO LAUREL STUDY
MAINTENANCE OF WAY RAIL CARS

<u>CAR INITIAL NUMBER</u>	<u>CAR TYPE</u>	<u>ESTIMATED VALUE</u>
BN 968437	Univan	\$14,985
BN 968245	Univan	12,489
BN 961233	Flat	983
BN 950983	Box	3,647
BN 950825	Box	3,647
BN 961193	Flat	1,586
BN 962263	Univan	10,165
BN 968262	Univan	5,554
BN 962174	Flat	3,224
BN 951064	Box	3,188
BN 951018	Box	3,438
BN 951258	Box	3,438
BN 968751	Caboose/Univan	33,759
BN 968776	Caboose/Univan	14,702
BN 962168	Univan	3,424
BN 950504	Box	866
BN 951275	Box	3,647

\$122,742

Caboose/Univans	2
Univans	5
Flats	3
Box Cars	7

Total Cars 17

SMALL TOOLS INVENTORY

ITEM	QUANTITY	EACH	TOTAL
Short handled #2 shovels	191	\$5.91	\$1,091
Claw bars	99	16.50	1,634
Needle bars	122	5.80	708
Track gauges	39	32.21	1,256
Spike mauls	202	10.50	2,121
Sledge hammers	86	12.00	1,032
Jack bars	123	6.29	774
Picks	136	2.40	326
Pick handles	83	1.36	113
Rail Tongs	52	13.02	677
Jacks 13" rail	89	87.50	7,788
Hand Saws	20	5.42	108
Rail forks	58	29.51	1,190
Rail chisel - bolt	62	8.00	496
Plug punch	15	9.09	136
Brooms - track	270	5.00	1,350
Gas pumps Rotary	6	50.00	300
Siphon pump	3	36.80	110
Tie pusher - hand	1	10.00	10
Tie inserter - hand	1	10.00	10
Spot board	13	88.50	1,151
Rail bender	12	790.00	9,480
Re-rail frogs	8	180.00	1,440
Cans - 5 gal. gas	57	18.41	1,049
Ax - polaski	11	10.00	110
Fence stays - bundles	1.5	28.00	42
Fence posts	12	2.75	33
Barbed wire	2	35.00	70
Wire Stretchers	3	25.00	75
Torches - cutting	13	550.00	7,150
Lights - big beam	8	15.00	120
Battery charger	1	40.00	40
Pumps - fire	53	53.00	795
55 gal barrels - diesel/gas	3	15.00	45
Bags - salt (50 lbs.)	71	3.00	213
Sack - calcium chloride	104	3.00	312
Adzes	75	8.90	668
Hand grinder	8	35.00	280
Wrenches - track	198	11.39	2,255
Level boards	30	36.00	1,080
Shovels - snow - long handled	14	2.45	34
Shovels - round point	11	2.97	33
Shovels - square point - long handled	24	2.97	71
Can - diesel - 10 gal	1	3.00	3
Derail - screw on	1	132.00	132
Saw - crosscut	2	35.00	70
Scythes	2	7.35	15
Rail templates 132 lbs	2	58.00	116

ITEM	QUANTITY	EACH	TOTAL
Rail templates 115 lbs	1	58.00	58
Ropes - fiberglass	4	149.00	596
Tie spacers	2	10.00	20
Wrenches - spike screw	7	58.15	407
Post driver	11	12.41	137
Handles - spike maul	352	1.77	625
Wrenches - Anchor	10	18.26	182
Flags - metal	92	4.08	375
Tie tongs	42	9.50	399
Flags - blue - metal	2	4.08	8
Bar - lollipop tamping	2	11.24	22
Hooks - brush	40	7.57	303
Hammer - claw	2	8.00	16
Hammer - ballpeen	20	4.75	95
Maul - Blacksmith	22	6.03	133
Chisels - cold	13	1.67	22
Pins - drift	149	1.00	149
Roadmaster - 4 ball	15	5.26	79
Hose - water	1	5.00	5
Wrenches - crescent	3	8.00	24
Push car - nolan	9	200.00	1,800
cables - 12' choker	3	80.00	240
Cables - 11/4' ribbon rail	4	20.00	80
Sling - frog 1/2"	1	10.00	10
Sling - motor car	1	5.00	5
Staffs - cloth flag	24	.50	12
Flags - cloth flags	21	.50	10
Expander - rail	10	100.00	1,000
Cans - gas 2 1/2 gal.	3	17.82	53
Blasting - magneto & wire	1	20.00	20
Hacksaw	2	6.48	13
Come a long	6	20.00	120
Wrench - frog	1	5.00	5
Jack - Track	78	87.50	6,825
Wrenches - track speed	3	5.00	15
Ratchet - 3/4" drive	1	40.00	40
Sockets - 3/4" drive	1	10.00	10
Wrench - adjustable	1	5.00	5
Couplers - chain - ribbon rail (pair)	1	10.00	10
Handles - adzer	18	2.00	36
Shovels - Snow - short handle	2	15.00	30
Forks - ballast	10	10.00	100
Rakes	1	9.00	9
Woodrasp	1	4.50	5
Jacks - bridge	10	75.00	750
Hammer - Tamping pneumatic	36	750.00	27,000
Vibrators - tamping - electric	12	500.00	6,000
Pitch forks	4	12.00	48
Post hole digger	6	10.00	60
Weed hoe	6	5.00	30
Vise	4	50.00	200
Chain saw	9	100.00	900

ITEM	QUANTITY	EACH	TOTAL
Push car	5	150.00	750
Timber tongs	3	25.00	75
Crane rail tongs	3	150.00	450
Crane timber tongs	2	50.00	100
Motor cars (Livingston & Bozeman)	2	2,000.00	4,000
Rail shear	1	3,315.00	3,315
Wheel barrow	1	40.00	40

\$105,938

SMALL TOOLS AND MATERIAL INVENTORY

SIGNAL DEPARTMENT

HELENA, MT

ITEM	QUANTITY	EACH	TOTAL
Amp Clamp-Simpson 295-2	1	\$65.00	\$65.00
Selective Volt Meter-Harmon 4200B	1	1,100.00	1,100.00
VOM-Triplett 630NA	1	100.00	100.00
VOM-Simpson TS111	1	110.00	110.00
Cordless Drill-Makita 6012HD	1	75.00	75.00
Power Supply-Motorola-S1360A	1	150.00	150.00
VOM-HP Digital 3476B	1	210.00	210.00
Line Fault Analyzer 124A	1	400.00	400.00
Electrocode Test Box	1	1,500.00	1,500.00
SRTC/RTC	3	700.00	2,100.00
EPIC III	1	765.00	765.00
Code Line Transmitter	1	150.00	150.00
Code Line Receiver	1	150.00	150.00
Code Line Coupler	2	30.00	60.00
TD 1A	2	110.00	220.00
ACG 2T	2	47.50	95.00
SOCT	2	30.00	60.00
PSO	2	390.00	780.00
Non Vital Timer	2	80.00	160.00
TD-4	5	110.00	550.00
WCO-25 HBD	1	120.00	120.00
Code Repeater Model RL	1	2,300.00	2,300.00
Electrode 2C	1	1,500.00	1,500.00
CAO Transmitter	1	712.00	712.00
CAO Receiver	1	520.00	520.00
CTU	1	320.00	320.00
MS-350	1	1,500.00	1,500.00
Pre-AMP 150	2	1,500.00	3,000.00
Pre-AMP 100	2	1,500.00	3,000.00
Audio Oscillator	1	150.00	150.00
GCP-400	1	2,500.00	2,500.00
Grinder-Erico	1	700.00	700.00
Switch Machine Adjusting Tool	1	65.00	65.00
Meter TS111 Series 3	1	110.00	110.00
Triplett Type 3	1	4,100.00	4,100.00
Motor Car-Onon	1	2,000.00	2,000.00
Wire Insulate Bond Strand	1,000'	280.00	280.00
Wire #10 Flexible Insulated	1,000'	120.00	120.00
Crossing Signal Arm Counter Balance	4	25.00	100.00
Box of Wire Bond 6-1/2'	2	140.00	280.00
Transformer	2	60.00	120.00
Transformer	6	20.00	120.00
Transformer	2	30.00	60.00
Transformer	2	40.00	80.00

HELENA, MT - continued

ITEM	QUANTITY	EACH	TOTAL
Switch Machine	1	\$3,818.00	\$3,818.00
Signal, Single Head SA Type Housing	1	680.00	680.00
Signal, Dual Head SA Type Housing	1	790.00	790.00
Signal, Triple Head SA Type Housing	1	940.00	940.00
Signal, Head D Type GRS	3	143.00	430.00
Rod, Front Hinge Type F/1" Mtg Bolts	5	80.00	400.00
Rectifier Cragg Track Automatic	1	180.00	180.00
Rectifier Cragg Automatic	2	289.00	578.00
Paint 5 Gallon Primer Damp Proof Red	1	76.00	76.00
Crossing Gate	1	1,100.00	1,100.00
Most Signal	4	20.00	80.00
Lock, Electric, Layout Complete	2	700.00	1,400.00
Light Set, Crossing	2	60.00	120.00
Housing, Type SA-1 F/Compound Signal	10	233.30	2,333.00
Housing, Signal	5	246.00	1,230.00
Foundation, Signal, Cement	2	80.00	160.00
Foundation, Signal, Cement	3	60.00	180.00
Foundation, Signal, Cement	9	35.55	320.00
Foundation, Signal, Cement	5	24.00	120.00
Foundation, Signal, Cement	3	20.00	60.00
Foundation, Signal, Cement	4	50.00	200.00
Case, Signal, with Mast	5	12.00	60.00
Case, Equipment with Double Door	1	220.00	220.00
Case, Equipment with Double Door	1	210.00	210.00
Bondstrand, Bronze Tinned Insulated	300'	.28	84.00
Arm Gate Assembly	3	210.00	630.00
TOTAL HELENA, MT			\$48,956.00

TOWNSEND, MT

ITEM	QUANTITY	EACH	TOTAL
Nico Press	1	\$35.00	\$35.00
Socket Set	1	95.00	95.00
Set Switch Wrenches	1	65.00	65.00
Roto Crimp	1	60.00	60.00
Bench Grinder	1	30.00	30.00
Rail Grinder-Homelite	1	220.00	220.00
Motor Car-Onan	1	2,000.00	2,000.00
Power Rail Drill	1	600.00	600.00
Rail Grinder	1	710.00	710.00
Manual Rail Drill-HD144	1	400.00	400.00
6' Fiberglass Ladder	1	30.00	30.00
Push Cart for Rail Grinder	1	80.00	80.00
Rail Rod-S/N 581	1	395.00	395.00
Simpson TS-111	1	110.00	110.00
Cadweld Brackets and Molds	2	30.00	60.00

TOWNSEND, MT - continued

ITEM	QUANTITY	EACH	TOTAL
ST33 Battery	5	\$64.00	\$320.00
Fiberglass Battery Box	2	89.00	178.00
Cadweld Bonds	50	1.40	70.00
19' Fiberglass Gate	1	201.00	201.00
Hinged Front Rod	1	455.00	455.00
Craig Rall Charger	1	289.00	289.00
Junction Box for Switch Machine	1	110.00	110.00
Small Aluminum Track Jack	1	30.00	30.00
10v 25w Light Bulbs	45	2.29	103.00
10v 18w Light Bulbs	42	2.29	96.00
Fibre Ins for Guage Rods	4	17.16	69.00
S-8PT	75	.84	63.00
Back Grounds for 3 Unit Color Light	3	80.00	240.00
4 Point 4 OHM K Relay	1	215.00	215.00
4 Point 500 OHM K Relay	1	210.00	210.00
6 Point 670 OHM K Relay	1	215.00	215.00
6 Point 500 OHM K Relay	1	215.00	215.00
4 Point 500 OHM Neutral	2	210.00	420.00
6 Point 670 OHM Polarized	1	998.00	998.00
2 Point .5 OHM Neutral	1	210.00	210.00
2 Point 132 OHM K Relay	1	251.00	251.00
2 Point .069 OHM K Relay	1	210.00	210.00
500 OHM B Relay	1	202.00	202.00
2 Point 500 OHM K Relay	1	233.00	233.00
2 Point 60 OHM K Relay	1	256.00	256.00
2 Point 40 OHM K Relay	1	256.00	256.00
350 OHM B Relay	1	151.00	151.00
6 OHM B Relay	1	163.00	163.00
4 OHM B Relay	1	156.00	156.00
194 OHM B Relay	1	190.00	190.00
Timer B Relay	1	627.00	627.00
4 OHM B Relay	1	160.00	160.00
SA Mechanical G.R.L.	1	722.00	722.00
SA Mechanical G.R.Y.	1	722.00	722.00
SA Mechanical R.G.Y.	1	722.00	722.00
Fansteel Rectifiers	23	5.00	115.00
Yellow Color Light Lenses	20	6.81	136.00
Red Color Light Lenses	20	6.81	136.00
Green Color Light Lenses	20	6.81	136.00

TOTAL TOWNSEND, MT \$15,141.00

BOZEMAN, MT

ITEM	QUANTITY	EACH	TOTAL
Meter Simpson TSIII	1	\$150.00	\$150.00
Meter Triplett 630	1	140.00	140.00

BOZEMAN, MT - continued

ITEM	QUANTITY	EACH	TOTAL
Gas Tube Tester	1	\$120.00	\$120.00
Makita Cordless Drill	1	80.00	80.00
Drill Raco Power Bonding	1	600.00	600.00
Grinder Power 4 Horse	1	714.00	714.00
24pc Socket Set	1	95.00	95.00
Drill, Power 1/2"	1	45.00	45.00
Voltmeter, Rycom	1	150.00	150.00
Amp Tool Roto Crimp	1	60.00	60.00
Mico Press Tool J D Groove	1	35.00	35.00
Drill Rail Bond	1	400.00	400.00
Cadweld Mold	1	45.00	45.00
Bench Vise 4"	1	25.00	25.00
Rail Rod 746	1	395.00	395.00
Bond Wire 6 1/2"	102	1.40	143.00
Cartridge, Powder Erico SB	200	.55	110.00
Lamp Incandescent 10V 18W	50	2.29	115.00
GRY Mechanism Operating SA 1 GRS	1	722.00	722.00
Relay, Neutral 4 OHM, 4 Point	1	215.00	215.00
Relay, Neutral 400 OHM 4 Point	1	249.00	249.00
Relay Flasher K 4FB	2	154.00	308.00
Relay B2 Timer	1	627.00	627.00
Relay, B1 4 OHM	2	312.00	624.00
Relay, B1 210 OHM	1	198.00	198.00
Relay, B1 S/R 194 OHM	1	189.00	189.00
Rectifier	1	182.00	182.00
Insulated Jt 100# 3M	2	231.93	464.00
Insulated Jt 90# 3M	3	95.60	287.00
Arm, Aluminum 16' Sofetran	2	157.00	314.00
Heater Switch Electric	4	111.70	447.00
Battery EMP9	7	74.00	518.00
Rod Front Hinge	1	644.00	644.00

TOTAL BOZEMAN, MT \$9,410.00

LIVINGSTON, MT

ITEM	QUANTITY	EACH	TOTAL
Beckman E Put and Timer	1	\$90.00	\$90.00
Beckman Transfer Oscillator	1	80.00	80.00
Copier 379 3M	1	50.00	50.00
Hewlett Packard Vacum Tube Voltmeter	1	300.00	300.00
Hewlett Packard Wide Range Oscillator	1	2,000.00	2,000.00
Harmon Selective Volt Meter	1	1,100.00	1,100.00
T I Data Terminal	1	350.00	350.00
Threader Large	1	600.00	600.00
OXY Actelene Torch Set	1	60.00	60.00
Black and Decker 10" Bench Grinder	1	50.00	50.00

LIVINGSTON, MT - continued

ITEM	QUANTITY	EACH	TOTAL
Rail Rod	1	\$350.00	\$350.00
Hand Cart	1	150.00	150.00
36" Bolt Cutter	1	25.00	25.00
Kohler Rail Grinder	1	714.00	714.00
Set of Combination Wrenches	1	30.00	30.00
3/8" Rockwell Drill	1	30.00	30.00
1/2" Blue Point Drill	1	45.00	45.00
Assorted Hole Saws	20	2.00	40.00
Toledo 2" Pipe Threader	1	95.00	95.00
Tap and Die Set 1/2" to 1"	1	50.00	50.00
Little Giant Tap and Die Set 1/4" to 1/2"	1	150.00	150.00
1/2" Drill Press	1	50.00	50.00
McDonough Bit Grinder	1	45.00	45.00
Rockwell Belt Grinder	1	75.00	75.00
Rockwell Shop Vac	1	40.00	40.00
Kellogg American Air Compressor	1	400.00	400.00
Motorola Ht440 Hand Set With Charger	1	325.00	325.00
Assorted Drill Bits	40	1.00	40.00
Lynn Claw Chain Hoist 500 lbs	1	75.00	75.00
Set of GRS Switch Machine Wrenches	2	65.00	130.00
Erieo Welder	2	20.00	40.00
Erico Welder	1	30.00	30.00
Raco Power Bonding Drill	1	600.00	600.00
Simpson TS III Meter	2	82.50	165.00
Simpson Digital Test Set	1	400.00	400.00
Home Made Analog Test Set	1	100.00	100.00
GRS Set of Switch Wrenches	1	65.00	65.00
Amp PIDG Crimper	2	162.50	325.00
Wire Strippers	2	20.00	40.00
Nico Press	2	60.00	120.00
Amp Roto Crimp	2	12.50	25.00
Base of Rail .06 OHM Shunt	1	45.00	45.00
Milwaukee 1/2" Drill	1	35.00	35.00
Megger	1	45.00	45.00
GE Porta Mobile II with Charger	1	1,000.00	1,000.00
Wilson Mobile Radio	1	175.00	175.00
Safetrax Grinder	1	600.00	600.00
Set of Belt and Hooks	1	300.00	300.00
Ball of Rail .06 OHM Shunt	1	48.00	48.00
Crescent Wrench	2	15.00	30.00
Come - A - Long	1	30.00	30.00
Simsoi 260 VOM	1	65.00	65.00
Set of 5 K Sockets 7/16" to 1 1/4"	1	150.00	150.00
Gate Arm Aluminum	1	210.00	210.00
Gate Arm Fiberglass	1	210.00	210.00
10" Plastic Back Ground for Crossing Gate	6	12.16	73.00
Battery Air Cell ST 33	9	63.55	572.00
Battery DMP	5	64.00	320.00
Bond Wire 12"x3/16"	10'	24.00	240.00
Bond Wire 6 1/2"x3/16" and Powder	100'	1.40	140.00

LIVINGSTON, MT - continued

ITEM	QUANTITY	EACH	TOTAL
Box Battery Fiberglass	1	\$165.00	\$165.00
Coder 40 45 FPM	4	29.75	119.00
Controler SW CC Model 7K	2	322.00	644.00
Housing Type SA-1 GRS	1	233.00	233.00
Housing Type SA Dwarf	1	346.00	346.00
Joint Insulator 115lb 3M	1	276.00	276.00
Joint Insulator 131lb 3M	1	165.00	165.00
Lamp Incadescent 10V 18W	30	2.29	69.00
Lamp, Gate Arm Type S	4	88.00	352.00
Lens, Clear Optical	5	14.80	74.00
Lens, Red	4	18.50	74.00
Light, Warning Strobe	1	137.00	137.00
Mechanism Type SA 1 Stepped Lens GRY	2	722.00	1,444.00
Mechanism Type SA 1 Stepped Lens LRY	2	722.00	1,444.00
Rectifier 115/230 VAC	2	77.00	154.00
Relay K Y 400 OHM	2	250.00	500.00
Relay K Y 500 OHM	1	90.00	90.00
Relay B1 34 OHM	1	87.00	87.00
Relay B1 4 OHM	3	156.00	468.00
Relay B1 500 OHM	5	156.00	780.00
Relay B1 6 OHM	4	194.00	776.00
Relay B1 350 OHM	1	151.00	151.00
Relay B1	1	751.00	751.00
Relay B2	2	627.00	1,254.00
Relay B1 1800 OHM	2	105.00	210.00
Rod Front Hinge	1	455.00	455.00
Heater Switch Electric	2	111.70	223.00
Switch Layout Less Machine	1	1,724.97	1,725.00
Switch Machine 5 H	1	5,023.72	5,024.00
Heater Switch Electric	2	134.20	268.00
Heater Switch Electric Halppin	3	78.33	236.00
Coupling for Throw Bar	3	56.93	171.00
Arrestor, Lightning w/o Base	12	5.11	61.00
Switch Lock Electric	2	1,281.67	5,126.00

TOTAL LIVINGSTON, MT \$37,789.00

BIG TIMBER, MT

ITEM	QUANTITY	EACH	TOTAL
Type B2 Flasher Relay	1	\$251.00	\$251.00
Type B Relay 4 OHM	1	160.00	160.00
Type B Relay 500 OHM	1	156.00	156.00
Type B Relay 4 OHM	1	160.00	160.00
Rycom 311 Selective Voltmeter	1	1,000.00	1,000.00
DC S19 Mech	1	722.00	722.00
Makita Fast Chager	1	30.00	30.00

BIG TIMBER, MT - continued

ITEM	QUANTITY	EACH	TOTAL
Makita Cordless Drill	1	\$75.00	\$75.00
Bantam Rota Crimp	1	120.00	120.00
National Telep Nicopress Sleeve Tool	2	35.00	70.00
Tool Box Puller	1	25.00	25.00
Rod Lock GRS	1	278.00	278.00
Battery Air Cell	5	64.00	320.00
Lamp Incadesent 10V 18W	50	2.29	115.00
Rod Point, Detector GRS	1	271.00	271.00
Back Ground SA and SAI Signals	1	75.48	75.00
Terminal Box Cast Aluminum	4	10.00	40.00
Insulation Fibre 90lb	4	17.51	70.00
Insulation Fibre 100lb	4	17.16	69.00
Insulation Fibre 115lb	7	20.94	147.00
Crossing Arm Aluminum 16'	1	157.00	157.00
Crossing Arm Aluminum 16'	1	201.00	201.00
Adapter Breakaway Weldment	1	81.00	81.00
Cragg Rail Charger	1	289.00	289.00
Repair Kit for Aluminum Crossing Arm	1	60.35	60.00
T21 Web Welder Chdweld	2	40.00	80.00
Conn, Kit Pull Apart Track Shaft	4	29.18	117.00
Set Pole Climers Brooks	1	35.00	35.00
Simpson TS III Series 2 Meter	1	110.00	110.00
Box 36"x36" Fiberglass	1	179.00	179.00
Switch Circuit Controlers	2	322.00	644.00
Erico Grinder	1	714.00	714.00
Saft Grinder	1	223.00	223.00
Mt 19 Motor Car	1	5,000.00	5,000.00
Rail Rod 3HP Briggs and Stration Engine	1	395.00	395.00
Kohler 4HP Grinder	1	714.00	714.00
Raco Power Bonding Drill	1	600.00	600.00
Hand OB Bonding Drill	1	400.00	400.00
Switch, Machine 4 DT Wrenches	1	65.00	65.00
Battery, Air Cell	10	64.17	642.00
Heater, Switch, Electric	1	111.70	112.00
Insulation Set, Fibre for 112lb	5	16.03	80.00
Insulation Set, Fibre for 115lb	6	20.79	125.00
Insulation Set, Fibre for 100lb	3	17.16	51.00
Joint, Insulated 132lb	1	90.00	90.00
Joint, Insulated 115lb	2	137.50	275.00
Joint Insulator 115lb	1	235.57	236.00
Joint Insulator 100lb	1	231.93	232.00
Joint Insulator 85lb	1	318.50	319.00

TOTAL BIG TIMBER, MT \$16,380.00

MISSOULA, MT

ITEM	QUANTITY	EACH	TOTAL
Taiplett Multimeter	1	\$80.00	\$80.00
Test Set Model 202G	1	1,100.00	1,100.00
Rigid 300 Pipe Threader	1	400.00	400.00
Metal Shop Bench	8	10.00	80.00
Metal Cabinets	11	20.00	220.00
Upright Shelf Unit	13	2.31	30.00
Bench Grinder	1	40.00	40.00
Rockwell Floor Drill Press	1	80.00	80.00
Rockwell Bench Drill Press	1	110.00	110.00
Welding Unit	1	70.00	70.00
Trencher and Trailer	1	15,000.00	15,000.00
8" Crossing Light Units 4 Way	2	395.00	790.00
Cable 7C/14	1,750'	.77	1,348.00
Cable 2C/6	240'	.83	199.00
Cable 2C/6 Twisted	600'	.43	258.00
Cable 2C/9 Twisted	950'	.28	266.00
Cable 3C/9	150"	.66	99.00
Cable 2C/9 Ariel	800'	.62	496.00
Relay, Neutral 500 OHM	5	210.00	1,050.00
Relay, Neutral 500 OHM	4	215.00	860.00
Relay, Polar	7	998.00	6,986.00
Relay, Neutral 4 OHM	5	215.00	1,075.00
Relay, Neutral 4 OHM	4	338.00	1,352.00
Relay, Neutral 400 OHM	10	249.00	2,490.00
Relay, Neutral 4 OHM	2	165.00	330.00
Relay, Neutral 500 OHM	1	233.00	233.00
Relay, Flasher 10V	7	357.00	2,499.00
Relay, Flasher 12V	1	357.00	357.00
Relay, Power Transfer 132/132 OHM	6	251.00	1,506.00
Relay, Power Transfer 50/50 OHM	2	256.00	512.00
Relay, Neutral Biased 500 OHM	3	461.00	1,383.00
Relay, Approach 600 OHM	9	256.00	2,304.00
Relay, Lightout 500/.069 OHM	1	220.00	220.00
Relay, Specific Application 280 OHM	2	198.00	396.00
Relay, Neutral 1000 OHM	2	200.00	400.00
Relay, Type DN-11 1000 OHM	1	200.00	200.00
Relay, Time 1-8mm.100 Type KB	2	856.00	1,712.00
Relay, Neutral 500 OHM	8	167.00	1,336.00
Mechanism, Operating SA-1 Stepped RGS	13	722.00	9,386.00
Mechanism, Operating SA-1 Stepped RGL	1	722.00	722.00
Relay, Flasher 170 OHM	2	722.00	1,444.00
Relay, Time 1-8mm 10V Type B2	2	627.00	1,254.00
Relay, Time 1-8mm 12V Type B2	2	627.00	1,254.00
Relay, Time 4-464sec 12V Type B2	2	627.00	1,254.00
Relay, Neutral Biased 350 OHM	1	362.00	362.00
Relay, Neutral 400 OHM	1	190.00	190.00
Relay, Neutral 425 OHM	1	230.00	230.00
Relay, Neutral Biased 500 OHM	8	202.00	1,616.00
Relay, Neutral Reg Release 500 OHM	15	156.00	2,340.00
Relay, Neutral Reg Release 500 OHM	1	156.00	156.00

MISSOULA, MT - continued

ITEM	QUANTITY	EACH	TOTAL
Relay, Neutral Slow Release 194 OHM	2	\$164.00	\$328.00
Relay, Neutral Lightout 2150/.120 OHM	2	134.00	268.00
Relay, Power Transfer 100/100 OHM	5	159.00	795.00
Relay, Lamp Control 210 OHM	6	198.00	1,188.00
Relay, Neutral Reg Release 350 OHM	1	151.00	151.00
Relay, Neutral Biased 330 OHM	3	208.00	624.00
Relay, Neutral Slow Release 470 OHM	1	169.00	169.00
Relay, Neutral Reg Release 500 OHM	1	156.00	156.00
Relay, Neutral Reg Release 490 OHM	1	156.00	156.00
Relay, Slow Acting 460/460 OHM	1	156.00	156.00
Relay, Lightout Neutral 450/.069 OHM	4	151.00	604.00
Relay, Flasher 8-16V 18 OHM	2	154.00	308.00
Relay, Neutral Slow Acting 124 OHM	1	219.00	219.00
Relay, Neutral Slow Acting 194 OHM	1	190.00	190.00
Relay, Neutral Slow Acting 194 OHM	17	189.00	3,213.00
Relay, Switch Control .045/450 OHM	2	180.00	360.00
Relay, Primary/Secondary 4 OHM	2	160.00	320.00
Relay, Neutral Reg Release 4 OHM	2	156.00	312.00
Relay, Neutral 6 OHM	10	194.00	1,940.00
Relay, Neutral Reg Release 4 OHM	9	183.00	1,647.00
Relay, Flasher 60 OHM	10	154.00	1,540.00
Relay, Neutral 194 OHM	5	189.00	945.00
Power Transfer 100/1000 OHM	3	247.00	741.00
Switch Machine	1	3,818.00	3,818.00
Crossing Light Units 4 way	2	936.00	1,872.00
Electrocode II C Unit Complete	1	1,500.00	1,500.00
Color Light Heads	2	315.00	945.00
Dwarf Signal	1	420.00	420.00
SA Housing	5	364.00	1,820.00
Base of Mast Signal Case	5	30.00	150.00
Safetrum Pole Mount Case	2	40.00	80.00
Roll Rock Fence Wire	2	56.00	112.00
Insulated Joint 112lb	4	168.00	672.00
Electrocode 4 Unit Complete	2	2,340.00	4,680.00
PSO 7a 444 -156HZ Harmen	1	700.00	700.00
C A O Transmitter, Electro Pnuematic	1	520.00	520.00
C A O Receiver, Electro Pnuematic	1	712.00	712.00
Choke	4	139.00	556.00
Joint Coupler	3	363.00	1,089.00
Wide Band Shunt	1	58.00	58.00
Narrow Band Shunt	1	151.00	151.00
Wide Band Shunt	2	129.00	258.00
Rail Charger	1	289.00	289.00
Rail Charger	1	152.00	152.00
Rail Charger	1	180.00	180.00
Fansteel Rectifier	7	20.00	140.00
Cable Splicing Kit	10	3.00	30.00
Electric Lock Overlays GRS	9	10.00	90.00

MISSOULA, MT - continued

ITEM	QUANTITY	EACH	TOTAL
Pull Apart Connectors	8	\$28.00	\$224.00

TOTAL MISSOULA, MT \$105,623.00

FRENCHTOWN, MT

ITEM	QUANTITY	EACH	TOTAL
Insulation 85#	9	\$15.10	\$136.00
Insulation 115# x 36	8	20.79	166.00
Insulation 132# x 36	7	19.25	135.00
Insulation 90# x24	6	15.24	91.00
31 Volt 6AMP Rect	1	60.00	60.00
3 Volt 3.3AMP Rect	2	30.00	60.00
Switch Box	1	322.00	322.00
Hood for 8" Crossing Signal	8	8.00	64.00
Banners for 8" Crossing Signal	8	8.00	64.00
Wide Band Shunt	1	116.00	116.00
1 1/8" x 7" Insulated Joint Bolts	15	2.24	34.00
53000 - 84 GOP 3 4 OHM GRS	2	430.00	860.00
Polors 53002 - 123 GOP 16 500 OHM GRS	2	167.00	334.00
Rail Drill	1	400.00	400.00
Power Pull 2 Ton	1	35.00	35.00
Rota Crimp Tool	1	70.00	70.00
Coffing Hoist 3/4 Ton	1	25.00	25.00
Phone Hand Set Dial	1	30.00	30.00
4HP Rail Grinder	1	600.00	600.00
Rail Grinder	1	223.00	223.00
Rail Rod	1	395.00	395.00
Simpson Meter	1	110.00	110.00
Climbers and Belt	1	30.00	30.00
Brace Wood Drill	1	10.00	10.00
Hand Bonding Drill	1	400.00	400.00
B1 Relay 4 OHM 4000 - 011	1	189.00	189.00
GRS B1 Relay 124 OHM 56001 -785	1	219.00	219.00

TOTAL FRENCHTOWN, MT \$5,178.00

SUPERIOR, MT

ITEM	QUANTITY	EACH	TOTAL
Relay 2 pt K 53000 - 122 GR 20 500 OHM	5	\$233.00	\$1,165.00
Relay 2 pt K 53000 - 121 GR 14 150 OHM	1	233.00	233.00
Relay 2 pt K 53000 - 123 GR 4 132 OHM	2	251.00	502.00
Relay 2 pt K 53000 - 272 GR 2 60 OHM	2	256.00	512.00

SUPERIOR, MT - continued

ITEM	QUANTITY	EACH	TOTAL
Relay 2 pt K 53000 - 274 GR 1 586 OHM	1	\$250.00	\$250.00
Relay K 53002 - 123 GR 9 136 OHM	2	167.00	334.00
Relay K2 53000 - 285 GR 57 400 .069 OHM	1	220.00	220.00
Relay K 53002 - 123 GR 17 670 OHM	3	215.00	645.00
Relay K4 53000 - 84 GR 3 4 OHM	4	215.00	860.00
Relay K4 53000 - 84 GR 50 400 OHM	1	249.00	249.00
Relay K4 53000 - 84 GR 15 500 OHM	1	215.00	215.00
Relay B1 56001 - 793 GR 2 500 OHM	1	156.00	156.00
Transformer GRS 31094 GR 1	1	40.00	40.00
Signal Mechanisom 53052 - 345 GR 1	2	722.00	1,444.00
Nico Press J - P Groove	1	30.00	30.00
Nico Press D - J Groove	1	30.00	30.00
Set Climbers	1	35.00	35.00
Chain Saw Grinder	1	223.00	233.00
Raco Power Bonding Drill	1	714.00	714.00
Hand Bonding Drill	1	320.00	320.00
Power Plant Briggs and Stratton 5 HP	1	250.00	250.00
Bench Grinder Black and Decker 1 HP	1	25.00	25.00
Coffing Hoist 1 1/2 Ton	1	30.00	30.00
Cadweld Molds Head Bond	1	35.00	35.00
Cadweld Molds Web	1	30.00	30.00
Motor Car MT 19	1	5,000.00	5,000.00
Battery Cells Exide EMP 9	6	74.00	444.00
Rectifier Raco ATC - 8	1	30.00	30.00
Meter Simpson TS-11	1	110.00	110.00
Rail Rod	1	395.00	395.00
Semaphore Lens Red	12	5.37	64.00
Semaphore Lens Yellow	10	5.37	54.00
Cadweld Bonds	50	1.40	70.00
Crossarm 10'	8	10.37	83.00
Insulator Plastic	120	.82	98.00
Switch Circuit Controller	1	322.00	322.00
Hose 1"	200'	.37	74.00
Insulation 115# 39" Conversion	6	20.89	125.00
Insulation 115# 36" Conversion	4	20.79	83.00
Insulation 132# 39" Conversion	4	19.25	77.00
Insulation 132# 36" Conversion	7	19.25	135.00
Insulation 100#	7	16.03	112.00
Wire #6 Bondstrand	200'	.28	56.00
End Post 115#	12	7.00	84.00
End Post 132#	12	8.00	96.00
Battery Saft 3600	18	64.17	1,155.00
Rectifier GRS 3 Volt 2.5 AMP	4	20.00	80.00
Rectifier Safetran 3 Volt 2.5 AMP	2	35.00	70.00
Roto Crimp Tool	1	35.00	35.00
Post Rock Fence Wood 6"x6"x10'	4	27.50	110.00

TOTAL SUPERIOR, MT \$17,519.00

PARADISE, MT

ITEM	QUANTITY	EACH	TOTAL
HD Polar GRS	5	\$998.00	\$4,990.00
Relay 670 OHM	3	215.00	645.00
Relay 400 OHM	2	249.00	498.00
Relay 4 OHM 4 pt	8	215.00	1,720.00
Relay 500 OHM 4 pt	1	215.00	215.00
Relay 500 OHM 2 pt	3	233.00	699.00
Relay 136 OHM	1	200.00	200.00
Relay 60 OHM	2	256.00	256.00
Relay 600 OHM 2 pt	3	256.00	768.00
SA Mech GR4	2	722.00	1,444.00
Relay A62 357	4	189.00	756.00
Relay A62 257	1	167.00	167.00
Insulation 115#	7	20.94	147.00
Base Crossing Signal	1	156.00	156.00
Rail Grinder	1	714.00	714.00
Rail Drill	1	600.00	600.00
Motor Car	1	5,000.00	5,000.00
Rail Rod	1	395.00	395.00
Bench Grinder	1	40.00	40.00
Line Jacks	2	80.00	160.00
Meter	1	110.00	110.00
Megger	1	50.00	50.00

TOTAL PARADISE, MT \$19,730.00

THOMPSON FALLS, MT

ITEM	QUANTITY	EACH	TOTAL
Battery GEL Type Primary	10	\$48.50	\$485.00
Battery Signal Storage	12	63.84	766.00
Blade Semaphore 3'6"	5	43.44	217.00
Bolt Oval Neck Track 1"x7 3/4"	50	1.40	70.00
Bolt Lug 3/4"x4 1/2"	18	7.36	132.00
Bolt Lug 1"x6"	15	7.95	119.00
Bond Wire 6 1/2"x3/16"	125	1.40	175.00
Bondstrand Bronze Tinned	500'	.28	140.00
Fiberglass Battery Box 6 Cell	1	89.00	89.00
Bushing Detector Rod for Circuit Controller	3	11.60	35.00
Wire Aerial 2 Conductor #14	300'	.25	75.00
Connector Kit Pull Apart	8	28.00	224.00
Guide Switch Circuit Controller Rod	4	42.12	168.00
Insulation Fiber 100#	4	14.72	59.00
Insulation Fibre 90#	3	17.51	53.00
Insulation Fibre 115#	8	20.79	166.00
Lug Point 21 1/4" x 1"	2	50.44	101.00
Lug Point 18" x 1"	2	49.63	99.00
Mechanism Type SA-1 GRY with Resistor	2	496.00	992.00

THOMPSON FALLS, MT - continued

ITEM	QUANTITY	EACH	TOTAL
Rectifier 115/230 VAC	1	\$165.00	\$165.00
Relay K4 17 OHM	1	165.00	165.00
Relay K Flasher 586 OHM	1	357.00	357.00
Relay K4 4 OHM	2	215.00	430.00
Relay K2 Lamp Control 60 OHM	1	220.00	220.00
Relay K6 4 OHM	1	338.00	338.00
Relay K4 400 OHM	1	249.00	249.00
Relay K4 1000 OHM	1	200.00	200.00
Relay K4 Polar 500 OHM	2	381.00	762.00
Relay K2 400/.069 OHM	2	220.00	440.00
Relay B1 330 OHM	1	208.00	208.00
Relay B1 Lamp Control 210 OHM	2	148.00	296.00
Relay B1 4 OHM	1	91.00	91.00
Relay B1 500 OHM	5	156.00	780.00
Relay B1 Power Transfer 100/100 OHM	1	159.00	159.00
Relay B2 Timer	2	206.00	415.00
Relay B1 18 OHM	1	153.00	153.00
Relay B1 450/.12 OHM	1	176.00	176.00
Resistance Unit Adjustable 6.5 OHM	6	16.45	99.00
9' 2" OAL	1	62.00	62.00
Rod Front Hinge GRS	1	455.00	455.00
Rod Detector	1	257.00	257.00
Grinder Power 3 HP Kohler	1	714.00	714.00
Motor Car MT-19	1	5,000.00	5,000.00
Bonding Drill	1	600.00	600.00
Metal Storage Cabinet	2	20.00	40.00
Hog Wire Slide Fence	9	23.00	207.00
Poles Butt Treated 20'	7	41.27	289.00
Square Posts Butt Treated 6"x6"	4	27.51	110.00
Storage Bin Metal	8	10.00	80.00
TOTAL T FALLS, MT			\$17,682.00

CLARK FORK, ID

ITEM	QUANTITY	EACH	TOTAL
Grinder	1	\$223.00	\$223.00
Motor Car MT-19	1	5,000.00	5,000.00
Bonding Drill	1	400.00	400.00
Search Light Stepped Lens	2	722.00	1,444.00
Bench Grinder 1/2 HP	1	30.00	30.00
Relay B 500 OHM	2	156.00	312.00
Relay B 460/.12 OHM	1	167.00	167.00
Relay B 194 OHM	2	189.00	378.00
Relay B 350 OHM	1	151.00	151.00
Relay K Polar 670 OHM	2	425.00	850.00
Relay K 400 OHM	1	249.00	249.00

CLARK FORK, ID - continued

ITEM	QUANTITY	EACH	TOTAL
Relay K 136 OHM	1	156.00	156.00
Relay K 500 OHM	1	215.00	215.00
Relay K 4 OHM	4	215.00	860.00
Relay B 4 OHM	2	160.00	320.00
Relay K2 400/.069 OHM	2	220.00	440.00
Relay K2 750 OHM	1	233.00	233.00
Snow Detector Control Box	1	185.00	185.00
Transformer 115 Volts PRI 13 Volts Sec	1	125.00	125.00
Allen Bradley Circuit Controller SW Heater	1	95.00	95.00

TOTAL CLARK FORK, ID \$11,833.00

**SANDPOINT TO SPURLING
TIES AND RAIL INVENTORY
MAINTENANCE OF WAY**

SEPTEMBER 18, 1987

J. O. JEFFERIES' TERRITORY

QUANTITY	ITEM	VALUE EACH	VALUE
200	#5 Ties	\$18.30	\$3,660
558 ft.	132# Rail - New	9.35	5,217
480 ft.	131# Rail - Second Hand	4.36	2,093
1,035 ft.	115# Rail - SH	3.83	3,964
422 ft.	112# Rail - SH	3.73	1,574
230 ft.	100# Rail - SH	1.83	420
570 ft.	90# Rail - SH	1.65	940
	Sub Total		\$17,868

O. P. CANTU'S TERRITORY

75	#5 Ties	18.30	1,372
13 Panels	132# Rail - New	1,677	21,801
8 Panels	115# Rail - SH	852	6,816
234 ft.	132# Rail - New	9.35	2,188
2,300 ft.	132# Rail - SH	4.40	10,120
1,200 ft.	115# Rail - SH	3.83	4,596
1,200 ft.	100# Rail - SH	1.83	2,196
	Sub Total		\$49,089

B. M. OLSON'S TERRITORY

100	#5 Ties	18.30	1,830
	Sub Total		\$1,830

R. C. HARMON'S TERRITORY

450	#3 Ties - SH	7.82	3,519
156 ft.	136# Rail - SH	4.53	707
156 ft.	132# Rail - New	9.35	1,459
4,095 ft.	132# Rail - SH	4.40	18,018
468 ft.	131# Rail - SH	4.36	2,040
234 ft.	115# Rail - New	8.15	1,907
4017 ft.	115# Rail - SH	3.83	15,385
312 ft.	112# Rail - SH	3.73	1,163
2,106 ft.	100# Rail - SH	1.83	3,853
5,760 ft.	90# Rail - SH	1.65	9,504
	Sub Total		\$57,555

D. COOK B&B

100	Bridge ties 8x10x10 inch	38.22	3,822
	Sub Total		\$3,822

TOTAL TIE AND RAIL INVENTORY

\$130,164
ACCEPT CC

SCHEDULE II

[Real Property]

See attached legal descriptions.

SCHEDULE III

[Rolling Stock]

Unit	Net Book Value
6301✓	\$ 58,790
6306✓	58,790
6307✓	58,790
6310✓	58,790
6312✓	61,887
6315✓	58,790
6316✓	59,659
6317✓	58,790
6320✓	58,790
6322✓	58,790
6324✓	58,790
6335✓	36,468
6336✓	36,468
6337✓	36,468
6339✓	36,459
6341✓	36,459
6344✓	36,459
6345✓	41,438
6346✓	41,438
6347✓	36,459
20	\$988,772

A✓ 18

6310 not in
6337

11. 6. 18 49,438.0

X 534,294.0

Unit	Net Book Value
1834	\$ 30,078
1946	42,843
1835	30,057
1832	22,931
1935	39,842
1903	37,125
1831	22,778
1833✓	30,063
1927✓	37,752
1934✓	39,827
1904✓	37,328
1924	44,243
1925✓	44,334
1926✓	44,464
1929✓	44,797
1930✓	46,600
1931✓	46,858
1710	24,799
1729	36,803
1721✓	31,869
1744✓	37,196
1725	36,684
1731✓	36,803
1732	36,852
24	\$882,926

A✓ 10
not disputed

32,788.58

10

20,115.10

Total \$ 1,257,780.0

SCHEDULE IV

[Location of Collateral]

Montana Counties:

Broadwater
Gallatin
Granite
Jefferson
Lake
Lewis & Clark
Madison
Mineral
Missoula
Park
Powell
Ravalli
Sanders
Silver Bow
Stillwater
Sweet Grass
Yellowstone

Idaho Counties:

Bonner
Kootenai
Shoshone

Washington Counties:

Spokane